

Commercial and Residential Solid Waste and Recycling Services

Proposal Instructions **Please read carefully**

The City of Simonton, TX is accepting sealed proposals for Commercial and Residential Solid Waste and Recycling Services. Copies of the proposal specifications may be obtained from the City Secretary's Office at City Hall, 35011 FM 1093, Simonton, Texas 77476 between the hours 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m. Monday - Thursday, and 8:00 a.m. and 12:00 Friday.

The proposals will be opened on September 15, 2014 at 2:00 p.m. in the City Secretary's Office. All proposals must be mailed or hand delivered to the City Secretary's Office by September 12, 2014 by 2:00 p.m.. Proposals received after 2:00 p.m. that day will not be accepted and will be returned to the sender un-opened.

When delivered to City Hall, all proposals must be sealed in an envelope and marked in the lower right-hand corner, "Proposal for Solid Waste Services." Proposals sent via Fed-Ex, Overnight mail, or courier must be sealed in a separate envelope inside the mailer.

All responses must use the proposal submittal forms provided. Failure to do so may result in automatic rejection. All proposals must be signed by a representative of the company authorized to do so.

Exceptions or alternative substitutions to the specifications must be typewritten on a separate piece of paper and attached to the proposal. Each exception or alternative substitution must reference either by page number, section, or subject the item for which the exception or alternative substitution is being made. Pricing quotes must be shown on that page for each exception or substitution.

The City of Simonton reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed most advantageous to the City.

Questions regarding the specifications should be directed to Shelley Elliott by calling (281) 533-9809 or by directing email inquiries to CityHall@simontontexas.org. Email is preferred, but regardless, all questions and answers will be distributed to all potential contractors who pick up proposal packets.

THIS IS A REQUEST FOR PROPOSALS, NOT A COMPETITIVE BID PROCESS.

Commercial and Residential Solid Waste and Recycling Services

Specifications

I. **Scope of Work and Contract**

The work to be done by the Contractor pursuant to this proposal consists of providing "Take All" waste services which will include the collecting and processing or disposing, at its own cost and expense, Residential Refuse, Commercial Refuse, Green Waste, and/or Recyclables collected from every building used for residential purposes, and commercial refuse collected from every building used for commercial and industrial purposes within the corporate limits of the City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment, and transportation necessary to provide the service and meet the requirements of the contract.

The successful Contractor will be required to enter into a contract for services with the City of Simonton, TX for a term to be determined, beginning December 1, 2014.

The successful Contractor, upon award of the contract, shall be responsible for all notifications to current residential and commercial customers of any proposed changes to rates, pickup hours and/or days, recycling materials, routes, or any other necessary and pertinent information.

II. **Selection Process**

All proposals will be evaluated by the City during the period of September 16, 2014 through October 14, 2014. A selection and recommendation may be made at the October 14, 2014 City Council meeting.

III. **Definition of Terms**

For the purposes of this Contract, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

A. Approved Disposal Site shall mean a refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers, licensed, permitted, or approved to receive applicable residential and/or commercial refuse for processing or final disposal by the Texas Natural Resources and Conservation Commission and all other agencies having jurisdiction thereof and requiring such licenses, permits, and approvals.

B. Bin shall mean a metal receptacle designed to be lifted and emptied mechanically for use at commercial units, and equipped with a fitted lid.

C. City shall mean the City of Simonton, Texas, a general law municipal corporation of the State of Texas.

D. City Council shall mean the present governing body of the City or any successor to the legislative powers of the present City Council.

E. Commercial Refuse shall mean all refuse, garbage, solid waste, and other waste generated by, at, or within a Commercial Unit, but not including Construction Debris.

F. Commercial Unit shall mean all premises, locations, or entities, public or private, located within the corporate limits of City and not a Residential Unit as defined herein.

G. Construction Debris shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

H. Contractor shall mean the person, corporation, or partnership performing solid waste collection and disposal along with recycling collection and processing.

I. Garbage shall mean wastes resulting from the handling, preparation, and cooking of foods or other consumable matter.

J. Generator shall mean any person that produces a solid waste, or owns or occupies property upon which solid waste is produced.

K. Green Waste shall mean grass, leaves, tree trimmings, branches, tree trunks, and other items derived from plants.

L. Hazardous Waste shall mean any solid waste identified or listed as a hazardous waste by the administrator of the U. S. Environmental Protection Agency ("EPA") pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, as amended.

M. Heavy Trash shall mean refuse which is of such size and weight that it cannot be placed into a thirty-two (96) gallon container, or, if it can be placed into a thirty-two (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two men. Heavy trash shall include tree limbs less than five feet (5') in length and loose lumber less than six feet (6') in length provided the aggregate weight of such tree limbs and/or lumber does not exceed three hundred (300) pounds, and, such tree limbs or loose lumber are bundled, and each such bundle does not exceed fifty (50) pounds in weight.

N. Light Commercial Unit shall mean a Commercial Unit generating not more than seven (7) thirty-two (32) gallon containers of Commercial Refuse during any calendar week.

O. Person shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

P. Refuse shall mean nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including Construction Debris.

Q. Residential Refuse shall mean all garbage, refuse, solid waste, and other waste generated by, at, or within a residential unit.

R. Residential Unit shall mean a single-family dwelling, or multi-family dwelling having four (4) dwelling units or less, within the corporate limits of City, occupied by a person or group of persons, including, but not limited to, mobile homes, single-family dwellings, duplex dwellings, and quad-plex dwellings. Mobile home parks, apartment complexes or other such housing facilities utilizing community trash bins or dumpsters shall be considered as Commercial Units for the purposes of this Contract.

S. Solid Waste shall mean municipal solid waste as that term is defined in Section 363.004 of the TEXAS HEALTH AND SAFETY CODE.

T. Street shall mean the surface of any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the City for the purpose of public travel and shall include other easements of rights-of-way now held, or hereafter held by City which, within their proper use and meaning, entitle City and Contractor to the use thereof for the purpose of collecting and transporting garbage and trash for ultimate disposal.

IV. Equipment

Contractor shall furnish a sufficient number of Packer and Roll-Off container type trucks with sufficient operators and workmen for each, to collect and dispose of all refuse in the City from residential, commercial, and industrial customers; and a sufficient number of recycling-type trucks, with sufficient operators and workmen for each, to collect Recyclables in City from residential-type customers, and adequate equipment to process said Recyclables. All equipment must be in good working order and equipment may be inspected and approved by City before the execution of a Contract. All equipment shall bear the name of Contractor and Contractor's local telephone number, which shall be displayed on such equipment in a clear, legible manner.

All Dumpsters and Roll-Off containers requested by commercial customers shall be maintained by Contractor in good condition. Dumpsters will be changed as needed to maintain all health and safety concerns free of charge. All other container movement will be as agreed by the Contractor and customer.

V. Office Hours

Contractor shall maintain an office within or in reasonably close proximity to City and shall maintain an answering service to track and follow-up on collection misses and complaints. Such answering service shall be reachable by a toll-free telephone number, shall be operational at all times between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, except holidays, and shall have a person available at such number with whom the public, the City, or any City officer, employee, or agent may communicate, discuss, and refer any complaint or inquiry arising in connection with such collection services. Each collection miss or complaint shall be recorded on a complaint form approved by City and a copy of the complaint log shall be provided to the City Secretary on a monthly basis.

VI. Collection

A. Commercial. Contractor shall collect from each Commercial Unit within the City and dispose of Commercial Refuse and Garbage in accordance with this paragraph. Contractor's collection of Commercial Refuse and Garbage from Commercial Units, with regard to size and number of bins and frequency of collection, shall occur according to the directive of the Commercial Unit customer. Contractor shall provide all bins for use by all commercial Units, which bins shall allow Commercial Refuse and Garbage to be contained, tied, or enclosed so that leaking, spilling, or blowing can be prevented. Commercial Units upon or within which food is prepared, processed, or served, shall be provided collection services not less than twice weekly.

B. Light Commercial. Contractor shall, once each week, collect from each Light Commercial Unit within City and dispose of Commercial Refuse and Garbage up to three (3) ninety-six (96) gallon containers thereof per week. Such containers are to be provided by the contractor.

C. Residential. Contractor shall provide a single ninety-six (96) gallon plastic cart for each resident's use in the collection of household garbage. Contractor shall, once each week, collect from each Residential Unit within City and dispose of Residential Refuse placed in garbage and refuse containers not exceeding ninety-six (96) gallons in size. Contractor shall provide a single ninety-six (96) gallon plastic cart for each resident's use. The carts shall remain the property of Contractor. The Contractor shall replace a cart at no charge to the resident if the cart has been damaged through no fault of the resident. If a resident loses their cart, a replacement cart can be purchased by the resident at a price agreed upon between the City and the Contractor.

D. Contractor shall, once each week, collect from each Residential Unit within City and dispose of Green Waste provided that such Green waste is placed in translucent (semi-clear) bags, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding four feet (4') or having diameters not exceeding eighteen inches (18'). Contractor shall additionally furnish Heavy Trash Pickup service on at least one (1) collection date per month. Household appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stoves, and the like. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.

E. Additional Collections. In addition to the collections described above, Contractor shall, as requested by the City, but not less than once each week, collect and dispose of Refuse and Garbage from the Simonton City Hall, and other public buildings and parks, if such are brought into service during the term of the agreement. Contractor will provide and pick up the community dumpster located on Ashe Road in Simonton, TX, such dumpster to be sufficient for the collection and containment of the refuse placed in it. Refuse and Garbage at such sites shall be placed in bins or dumpsters, which bins and/or dumpsters shall be provided and maintained by contractor. This service shall be provided at no cost to City.

F. Special Event Collections and Services. Upon written request and reasonable notice from City, Contractor shall collect and dispose of Refuse and Garbage and perform similar services resulting from Special Events. Such events will be civic oriented and will be held at various places and at various times of the year. Services for potential events may include, but are not limited to; dumpsters and trash boxes for the community July 4th event. This service shall be provided at no cost to City.

G. Disaster Relief Services. Contractor shall provide special collection and disposal services which may be required due to damage or destruction from flood, tornado, hurricane, or other similar disaster. The fees and charges for such disaster relief services shall not exceed the fees and charges set forth in the contract prior to the start of coverage. The City may contract with additional vendors to provide disaster relief services.

H. Residential Recycling Collection and Processing. Contractor shall pick up all Residential Recyclables from every building used for residential purposes in city, every two weeks except for emergencies resulting from Acts of God or when notified by the City to not pick up due to delinquent payment.

Contractor shall provide a single ninety-six (96) gallon plastic cart for each resident's use in the collection of recyclables. The recycling carts shall remain the property of Contractor. The Contractor shall replace a recycling cart at no charge to the resident if the recycling cart has been damaged through no fault of the resident. If a resident loses their recycling cart, a replacement cart can be purchased by the resident at a price agreed upon between the City and the Contractor.

H. Residential Green Waste Recycling Collection and Processing. Contractor shall pick up all Residential Green Waste from every building used for residential purposes in the City, once each week, except when a City holiday occurs during such week (in which event the pick-up scheduled for that day shall be postponed until the next scheduled recycle pick-up), and except for emergencies resulting from Acts of God or when notified by the City to not pick up due to delinquent payment.

VII. Evidence and Minimum Limits of Insurance

Contractor shall maintain in full force and effect during the term of the Contract, Workmen's Compensation insurance in accordance with the Workmen's Compensation statutes of the State of Texas, and Public Liability, Employer's Liability, and Property Damage Insurance, including Contractual Liability coverage in a form acceptable to the City Attorney for the benefit of third

persons who may be injured or damaged as a result of any negligent operations or other wrongful conduct of the Contractor in the performance of the work under the Contract.

All insurance shall be by an insurance company licensed to do business in the State of Texas and for policy limits acceptable to the City. Prior to the commencement of any Contract, Contractor shall furnish the city with certificates of insurance to the effect that such insurance has been procured and is in force.

Contractor shall notify City in the event of any changes in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.

The Contractor shall carry the following types of insurance in at least the limits as specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Liability	\$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss, or damage happening or occurring in the performance of the work under the Contract and Contractor shall indemnify and hold harmless the City and its officers and employees in the event of any and all liability arising therefrom of and to the extent caused by Contractor's negligence or willful breach thereof.

VIII. Proposal Security

Each proposal shall be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract.

IX. Liquidated Damages For Failure To Enter Into The Contract

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within ten (10) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor, or the work re-advertised for Proposals, as the City may elect. Such forfeited security shall be the remedy of the City.

X. Security For Faithful Performance

Contractor shall furnish and maintain a faithful performance bond during the full term of the Contract in the amount of Two Hundred Thousand Dollars (\$200,000) as a guarantee that it will

faithfully perform the Contract services. Said bond shall be issued by a duly authorized corporate surety company authorized to do business in the State of Texas.

Said bond shall be made payable to City or as may be provided by law, and be subject to the approval of the City Attorney to form and the Mayor as to surety. Said bonds shall remain in force for the entire length of the Contract.

XI. Reports

Contractor shall be required to keep complete and accurate books of account and records of its business and operations. The City may require the keeping of additional records or accounts, which are reasonably necessary for purposes of identifying, accounting for, and reporting revenues, uncollectibles, and expenses.

Contractor shall provide the City with monthly reports that shall include tonnage of materials collected, number of household setouts per collection day, average pounds per setout and average pounds per home per month. These reports are due the 30th day of the following month.

Contractor shall provide the City with monthly recycling reports that shall, at a minimum include summaries of tonnages of all materials recovered by type of material, and resident participation rates in terms of weekly and monthly set-out counts, with a description of the method used to determine these rates.

Contractor shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, and other records of Company pertaining to the Contract. Contractor shall fully cooperate in making available its records and otherwise assisting in these activities.

The City may, at any time, make inquiries pertaining to Contractor's operations within the City. Contractor shall respond to such inquiries on a timely basis.

XII. Assignment

Once awarded, the Contract may not be assigned or transferred without the written consent of the city nor shall any Subcontractor be recognized or dealt with by the City or any of the persons chargeable with the enforcement of the Contract during its term.

XIII. Compliance with All Laws

Contractor agrees to conform to and abide by all the valid rules, regulations, and ordinances of any City or other jurisdiction through which Recyclables and/or Refuse may be hauled, processed, or disposed of, governing the picking up, hauling, processing, and/or disposal of said Recyclables or Refuse.

Contractor agrees, when Recyclables and/or Refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all the rules, regulations, and ordinances of any county governing the picking up, hauling, processing, and/or disposal of said Recyclables or Refuse.

Contractor agrees to abide by all Local, Federal, State, and Environmental laws governing the picking up, hauling, processing, and/or disposal of Recyclables and Refuse.

The Contractor must further demonstrate that it is familiar with all FEMA guidelines and the Ft Bend County Debris Removal Plan as they pertain to debris removal after a disaster. The successful contractor will be required to submit a copy of their written plan covering FEMA regulations for burning, disposal, invoicing, and reporting.

XIV. Compensation

A. Residential Collection of Residential Refuse, Recyclables, Limbs, Bulk Materials, etc. Contractor shall perform all billing and collection services for the Services provided. For the Services provided to Residential Units herein for the curbside collection of Residential Garbage, Refuse, Recyclables, Limbs, and Bulk Materials, the Contractor shall charge not more than the rates pre-approved by the City Council. Initial rates shall be approved in the approval of the contract. Subsequent approval of changes in rates shall be submitted to the City for approval, which shall not be unreasonably withheld. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits.

Contractor shall remit to the City a monthly franchise/administrative negotiated fee within thirty (30) days of the previous service month. This fee will be based on the gross Commercial revenues generated in the City. In addition, the Contractor shall supply a report showing the gross revenues billed and used for calculating the franchise fee. The City will require a 5% franchise fee and \$3 administration fee.

B. Special Considerations. Elderly, handicapped, and other person with physical disabilities may require special conditions not ordinarily provided for with normal residential pickup. Proposals shall discuss any programs currently provided that cater to persons with special needs.

C. Commercial. As compensation for collecting Commercial Refuse, Contractor agrees to receive and accept a minimum of two (2) cubic yards per pick-up according to the monthly charges as agreed upon with the City. **They are going to place a dumpster to meet this size requirement as a minimum.**

Contractor shall not discontinue service to any commercial customer except for delinquent payment and then only after written delinquent notice has been given to customer as provided above.

Contractor shall perform all billing and collection services for the Services provided. For the Services provided to Commercial Units herein for the collection of Commercial Refuse, the Contractor shall charge not more than the rates pre-approved by the City Council. Initial rates shall be approved in the approval of the contract. Subsequent approval of changes in rates shall be submitted to the City for approval, which shall not be unreasonably withheld.

Contractor shall remit to the City a monthly franchise/administrative negotiated fee within thirty (30) days of the previous service month. This fee will be based on the gross Commercial revenues generated in the City. In addition, the Contractor shall supply a report showing the gross revenues billed and used for calculating the franchise fee. The City will require a 5% franchise fee and \$3 administration fee.

Payment of the fees and other consideration due hereunder by the Contractor is not accepted by the City in lieu of any occupation tax, license tax, or similar tax for the privilege of doing business in the City or reimbursement of regulatory cost. Payment of the fees and other consideration due hereunder does not exempt the Contractor from payment of taxes that are uniform and generally applicable to other persons conducting business within the City, such as property, sales, and use tax. Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of the City whether under this Contract or otherwise.

XV. Term of Contract, Increase in Fees

Following award of the Proposal, the Contractor will be required to enter into a contract for services with the City of Simonton, TX. The City plans to request a 2-year contract, which will commence on December 1, 2014 and end November 30, 2016. After the expiration of the initial term of the Contract, the Contract may be re-negotiated for additional terms, with the mutual

consent of both parties. The collection of fees for such garbage collection and disposal, as stated, shall be binding upon both parties.

Following the second year of the agreement, the Contractor may submit to the City a written proposal for a rate increase encompassing residential and/or commercial services. Such a proposal shall be based upon increases in the Consumer Price Index, landfill fees charged to the Contractor or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The City shall have the right to accept or reject any or all of the proposed increases. **If the City does not approve, Contractor may cancel upon 120 days prior notice.**

Increases in rates shall take effect 30 days after approval by the City Council. The Contractor shall be responsible for notification of all residential and commercial accounts affected by the price increase. This notification must be made prior to the effective date of the new rates.

XVI. Contractor's Duties

For and in consideration of the payments and agreements to be made and performed by the City and under the conditions expressed in the bonds bearing even date with the Contract and hereunder annexed, Contractor agrees with the City, at its own cost and expense, to collect and dispose of residential and commercial and industrial refuse, and to collect and process Residential Recyclables in City in accordance with the terms and conditions of the Contract.

XVII. Service and Hours of Operation

Contractor shall pick-up Residential Refuse and Recyclable materials throughout the City and shall service all Residential Units wherever located in the City, except where service has not been requested. Refuse and recycle services shall be extended between the hours of 7:00 a.m. and 6:00 p.m. only, except upon mutual agreement by the City and Contractor that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Contractor shall pick-up Commercial Refuse throughout the City and shall service all commercial customers wherever located in the City, except where service has not been requested. Commercial refuse service shall be extended between the hours of 6:00 a.m. and 6:00 p.m. only, except upon mutual agreement by the City and Contractor that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Commercial refuse service provided to a property, which is adjacent to residential uses, shall be extended between the hours of 8:00 a.m. and 6:00 p.m.

Residential collection routes shall be established by Contractor. Contractor shall submit a map designating the collection routes to the City for its approval. Contractor shall be required to publish collection routes in the local newspapers or in any other the City approved medium prior to beginning the Contract services. Contractor may, from time to time, propose to the City for approval, changes in routes or days of collection.

If, during the term of the Contract, the boundaries of the City are expanded, the Contractor shall extend service at Contractor's expense and at the earliest practicable time to Residents of the newly incorporated areas and shall provide service to newly expanded areas in accordance with the terms of the Contract, including without limitation payment of Contract fees and other fees and payments provided herein.

XVIII. Holidays

The following shall be holidays for the purposes of this Contract:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide Residential Refuse collection service at least once per week for those weeks in which a holiday occurs.

XIX. Complaints

Complaints may be made directly to the Contractor or to the City and shall be given prompt and courteous attention. At a minimum, the customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City on a weekly basis with copies of all complaints indicating the date and hour of the complaint, nature of the complaint and the manner and timing of its resolution. Any missed pickups of residential refuse shall be collected the same business day, if notification to the Contractor is provided by 2:00 p.m.; not later than 12:00 p.m. the next business day, if notification is provided after 2:00 p.m., but by the close of business.

XX. Alcohol and Drug Free Workplace Policy

The contractor must abide by and adhere to the City of Simonton TX's Alcohol and Drug Free Workplace Policy. Any violation of said policy will be grounds for immediate termination of the Contract.

XXI. Force Majeure

Neither City nor Contractor shall be responsible for delays caused by Acts of God, government laws or regulations, war, epidemic, strikes or lockouts, riots, power failure, or other causes beyond its control, provided, however, that either party shall have the right to terminate the Contract on thirty (30) days notice if the delay does not abate within a period of ninety (90) days.

XXII. Superfund Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the City from all liability (including attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as superfund) or comparable state law incurred as the result of the Disposal under the Contract after the date hereof of the City's waste materials at a facility (defined below). It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any of the terms of the Contract including, with limitation, the City's warranties regarding the waste materials delivered to the Contractor. For purposes of this indemnification, "facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.

XXIII. Payment of Expenses Incurred by City in Relation to Ordinance

At the City's option, the Contractor shall pay in advance or reimburse the City for expenses incurred in the negotiation of the Contract and any proposed assignment of the Contract including, without limitation, publication of notices and ordinances arising from the negotiations of the Contract. All City expenses reimbursed by the Contractor under this section shall not be surcharged by the Contractor.

XXIV. Effective Date

The City plans to request a 2-year contract, which will commence on December 1, 2014.

XXV. Exclusive

Contractor shall have the sole and exclusive permit to provide residential recycling services and residential and commercial collection, removal, and disposal services within the corporate limits of City as those services are specifically defined in the Contract. Roll-offs are not considered a part of the exclusive refuse services.

XXVI. Silence Of Specifications

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Proposal Form

Proposer's Name: _____

Address: _____

Phone: _____

Fax: _____

I have received, read and understand all pages of the conditions and specifications. I will abide by all areas of the contract documents, and I am a legal agent of the above named company, authorized to sign this proposal.

Affiant further states that Proposer has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City of Simonton any money or other thing of value, either directly or indirectly, in procuring the contract.

Authorized Officer/Owner: _____

Title: _____

Name of Company Contact: _____

Basic Service Requirements

Please provide base rates. Do not include any franchise fees in this calculation.

A. Residential Service Specifications

- a. To provide once per week curbside garbage and trash collection, pickup of brush and bulk items and special event services.

Proposal: _____ Dollars and _____ Cents,
(\$_____) per household, per month.

- b. To provide twice per month curbside recycling collection.

Proposal: _____ Dollars and _____ Cents,
(\$_____) per household, per month.

- c. To provide once per week green waste collection of items specified in the proposal.

Proposal: _____ Dollars and _____ Cents,
(\$_____) per household, per month.

B. Commercial Service Specifications

- a. To provide light commercial service once per week.

Proposal: _____ Dollars and _____ Cents,
(\$_____) per business, per month.

- b. To provide light commercial service twice per week.

Proposal: _____ Dollars and _____ Cents,
(\$_____) per business, per month.

- c. To provide commercial front-load service by size and number of pickups per week as stated below, at a cost stated per month.

Proposal:

Size	1x	2x	3x	4x	5x	6x	Extra
2 yd	_____	_____	_____	_____	_____	_____	_____
3 yd	_____	_____	_____	_____	_____	_____	_____
4 yd	_____	_____	_____	_____	_____	_____	_____
6 yd	_____	_____	_____	_____	_____	_____	_____
8 yd	_____	_____	_____	_____	_____	_____	_____

To provide commercial roll-off service by size and number of pickups for temporary roll-offs as stated below, at a cost stated per month. This is a non-exclusive service.

Proposal:

Size	Delivery	Rental	Haul	Deposit
20 yd	_____	_____/day	_____	_____
25 yd	_____	_____/day	_____	_____
30 yd	_____	_____/day	_____	_____
35 yd	_____	_____/day	_____	_____
40 yd	_____	_____/day	_____	_____

C. Total Proposed Revenue Stream:

Estimated revenue stream based on approximately 315 residential houses.

Proposal: _____ Dollars and _____ Cents, (\$_____).

Estimated revenue stream based on the commercial pickup schedule below.

Proposal: _____ Dollars and _____ Cents, (\$_____).

Commercial Customer Pickup Information

Estimated revenue stream based on approximately 15 Commercial customers.
Proposal: _____ Dollars and _____ Cents,
(\$_____).

D. Enhancement Options

a. Commercial Recycling Program

To provide once per week commercial recycling service.

Items included in collection:

Size	Cost
_____	_____ Dollars _____ Cents(\$_____) per container/per month
_____	_____ Dollars _____ Cents(\$_____) per container/per month
_____	_____ Dollars _____ Cents(\$_____) per container/per month
_____	_____ Dollars _____ Cents(\$_____) per container/per month
_____	_____ Dollars _____ Cents(\$_____) per container/per month